

Exhibit 1

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

CENTRAL STATES TOWER III, LLC,)	
)	
Plaintiff,)	
)	No. 2016 CV 07984
vs.)	
)	
VILLAGE OF OLYMPIA FIELDS,)	Honorable Judge Rebecca R. Pallmeyer
)	
Defendant.)	

CONSENT JUDGMENT

Plaintiff, Central States Tower III, LLC ("Central States"), having filed its Complaint for injunctive, declaratory and other relief against Defendant Village of Olympia Fields, Illinois ("Olympia Fields" or the "Village"), together with said Defendant, hereby enter into this Consent Judgment on the following terms without trial and adjudication of any issue of fact or law.

Upon stipulation and consent of the parties, this Court finds:

1. Plaintiff, Central States, is a limited liability company organized under the laws of Delaware with its principal place of business in Wheaton, Illinois.
2. Defendant, Olympia Fields, is an Illinois municipal corporation located in Cook County, Illinois.
3. This Court has jurisdiction over the parties and the subject matter of the Lawsuit (as hereinafter defined).
4. All necessary parties are before this Court and the parties to the Lawsuit have authority to enter into this Consent Judgment.

5. The Village has adopted certain zoning regulations applicable to all land located within the Village (the "Zoning Ordinance"), including, without limitation, the Church Property (as hereinafter defined).
6. Plaintiff, Central States applied for permission under the Zoning Ordinance to place a traditional monopole and associated antennas, equipment, a shelter and related improvements (collectively, the "Original Communications Facility") on land owned by the Cathedral of Joy Family Life Center Church and located at 20401 Western Avenue, Olympia Fields, Illinois (the "Church Property").
7. Central State's application included a request for the issuance of a special use permit for a communications facility (the "Application").
8. Under the Village's Zoning Ordinance, the Village's Planning and Zoning Commission (the "Commission") is charged with hearing applications for special use permits and reporting its findings and recommendations to the Village President and Board of Trustees (the "Board").
9. To evaluate the special use request, the Commission held multiple public hearings on Central States' Application.
10. During the hearings, Central States introduced evidence in support of the Application, the Village commissioned independent reports concerning the Application and certain neighborhood residents voiced their objections to the Application.
11. At the conclusion of those hearings, the Commission recommended that the Board approve Central States' Application with the following modifications and limitations:

A. The tower shall be of a "Monopine" design as presented by Petitioner. The proposed Monopine design shall be submitted to Village staff for review and approval.

B. The planting of six (6) Techny Arborvitae along the property line between the church and the adjacent home as illustrated in the Staff Report, as amended on June 13, 2016. The Arborvitae should be spaced at 9' on center, and should be a minimum of 4' at planting. Petitioner is to prepare a revised landscape plan illustrating said planting for further review and approval by Village staff.

C. Planting of a minimum of four (4) evergreen trees (minimum 6' in height at time of planting), between the leased area and the rear property line - generally as near to the proposed security fence as practical. Spruce or Pine Trees, as recommended in the Staff Report shall be planted to meet this condition.

D. Planting of two (2) Red Maple trees (minimum 3.5" caliper) between the evergreen trees as set forth in subsection C. above, and the rear property line.

E. The cell tower shall not exceed 110' in height from the base, including the lightning rod.

F. Petitioner shall construct a seven foot to eight foot (7' - 8') tall brick wall without barbed wire, around the cell tower to match the existing building.

G. Except as set forth in subsections A-F above, improvements shall be consistent with the plans submitted by Petitioner, dated May 1, 2016.

H. From the date the construction of the cell tower is completed, in the event it is not used by any wireless provider within a twelve (12) month continuous period, the cell tower shall be dismantled and removed from the Subject Property and the Special Use Permit granted herein shall be revoked.

12. On or about July 11, 2016, the Board held a meeting on Central States' Application and voted to deny the Application, notwithstanding the Commission's recommendation. Two weeks later, the Board adopted and issued a Written Statement and Determination that set forth the Village's reasons for denying the Application.
13. On August 9, 2016, Central States filed this lawsuit against the Defendant alleging violations of the Federal Telecommunications Act of 1996, and seeking certain equitable and declaratory relief (the "Lawsuit").
14. As an inducement to settle the Lawsuit, Central States has agreed to modify the design of the Original Communications Facility to include a stealth "monopine" support structure and by accepting the issuance of the subject special use permit subject to each of the other conditions proposed by the Commission, as more particularly described in the Conditions (as hereinafter defined).
15. Prior to approval of this Consent Judgment by the Village, the Village furnished public notice of its intent to consider whether or not to enter into this Consent

Judgment in the same manner as other matters considered by the Board. A hearing was held pursuant to said notice to consider whether or not the Village would enter into this Consent Judgment, at which time the public was allowed to express its views on whether or not the Village should enter into this Consent Judgment. After notice, hearing and consideration of the testimony presented at the hearing, the Village has authorized its counsel to consummate this Consent Judgment.

16. The parties now desire to settle this Lawsuit in accordance with the terms and conditions of this Consent Judgment, in order to avoid further uncertainty, costs and expenses, and to resolve this dispute without any admission of fault or liability by any party.

NOW, THEREFORE, this Consent Judgment being presented to the Court pursuant to the stipulation of the parties, and the Court having determined that this proposed Consent Judgment is reasonable and just, and being otherwise fully advised in the premises;

IT IS HEREBY ORDERED that:

Section 1. Obligations of the Village and Central States

1.1 Permits, Licenses and Approvals. Contemporaneously with the entry of this Consent Judgment by the Court, the Village shall issue to Central States a special use permit authorizing the construction and operation of the Stealth Communications Facility (as hereinafter defined) in accordance with this Consent Judgment (the “SUP”) and a building permit for such facility. Said SUP and building permit shall constitute all required permits, licenses and approvals by or from the Village, its departments, officials, employees or any other person or entity under the jurisdiction of the Village with respect to the Stealth Communications Facility. Without limiting

the generality of the foregoing, no additional zoning permits, consents or approvals shall be required with respect to any present or future installation of any antennas or other communications-related equipment on or about the Stealth Communications Facility by Central States or any of its tenants, licensees or other invitees (each, a "Co-Location"); it being acknowledged and agreed that the Stealth Communications Facility is designed to accommodate multiple carriers and operators.

1.2 Conditions. The SUP shall be granted subject only to the following conditions (collectively, the "Conditions"):

(a) The antenna support tower shall be of a "monopine" design as illustrated on sheet number ANT-1 (Site Elevation) in the plans prepared by Terra Consulting Group, Ltd. originally dated as of February 5, 2015 and most recently amended as of May 23, 2016, and more fully specified in the Structural Design Report Prepared for Central States Tower by Sabre Towers & Poles (Job Number 145852), dated July 8, 2016 (the "Plans"). The simulated branches shall extend from the top of the tower downward for a distance of approximately 50 feet, 9 inches.

(b) The Stealth Communications Facility shall include the planting of six (6) Techny Arborvitae along the property line between the church and the adjacent home as illustrated on sheet number L-1 (Landscape Plan) in the Plans. The Arborvitae should be spaced at 9' on center, and should be a minimum of 4' at planting.

(c) The Stealth Communications Facility shall include the planting of a minimum of four (4) Spruce or Pine evergreen trees (minimum 6' in height at

time of planting), between the leased area and the rear property line, as illustrated in the Plans.

(d) The Stealth Communications Facility shall include the planting of two (2) Red Maple trees (minimum 3.5" caliper) between the evergreen trees as set forth in subsection C. above, and the rear property line, as illustrated on sheet number L-1 (Landscape Plan) in the Plans.

(e) The Stealth Communications Facility shall include the antenna support tower shall not exceed 110' in height from the base, including the lightning rod.

(f) The Stealth Communications Facility shall include a seven foot to eight foot (7' - 8') tall brick wall without barbed wire, around the cell tower to match the existing building, as illustrated on sheet number ANT-1 (Site Elevation) in the Plans.

(g) The improvements shall be consistent with the aforescribed plans prepared by Terra Consulting Group, Ltd. The monopine antenna support tower together with all antennas and other communications-related equipment hereinafter installed on or about said tower is sometimes referred to in this Consent Judgment as the "Stealth Communications Facility").

(h) From the date the construction of the Stealth Communications Facility is completed, in the event it is not used by any wireless carrier or other operator within a twelve (12) month continuous period (an "Abandonment"), the Stealth Communications Facility shall be dismantled and removed from the Church Property and the SUP shall be revoked.

Each of the aforescribed plans has been delivered to the Village through its Village Administrator.

The parties acknowledge and agree that it is not reasonably practicable to obtain absolute precision in the construction process and that minor non-conformities from the Conditions caused by settlement, shifting, earth movement, underground obstructions, customary construction tolerances or minor changes shall not be considered to be a change to, or a non-conformity with, the Conditions or this Consent Judgment. All antennas and other communications equipment shown on the aforescribed plans are illustrative only; it being acknowledged and agreed that the types and placements of antennas and other communications equipment are carrier-specific and subject to change from time to time without further consent or approval. Likewise, the monopine photos attached to the SUP are conceptual only and do not modify the Plans.

Central States shall not be in violation of this Consent Judgment if it cannot timely satisfy any of the Conditions on account of acts of God, labor unrest, the unavailability of materials, adverse weather conditions, casualty, vandalism, pestilence or any other matters beyond its reasonable control (each, a "Force Majeure Event"). The performance of each Condition shall be automatically tolled on account of any applicable Force Majeure Event. Without limiting the generality of the foregoing, it is understood the installation, maintenance and replacement of those Conditions which pertain to landscaping (collectively, the "Landscaping Conditions") are subject to weather conditions and any such delay in the installation of any landscaping shall not bar or limit Central States' rights to install or operate the Stealth Communications Facility.

1.3 Changes. The parties acknowledge and agree that any material changes to the Conditions shall be subject to the then-applicable zoning requirements and processes of the

Village applicable to material changes to special use permits generally, subject to any and all applicable provisions of State and Federal Law. Nothing contained in this Consent Judgment is intended to waive, bar or limit any right of Central States or its tenants, licensees or other invitees under applicable State or Federal law, including, without limitation, the rights of carriers and other operators to install, modify, supplement, repair, replace and remove their antennas and equipment from time to time.

1.4 Additional Simulated Branches. In the event Central States elects, in the future, to place (or to allow the placement of) one or more antenna arrays below the line of the simulated branches that are specified in accordance with the Plans, Central States agrees to add one or more rows of additional simulated branches to the Stealth Communications Facility in order to screen the additional antennae arrays in a manner consistent with the screening of the originally-installed arrays.

1.5 On-Going Conditions. From and after the installation of thereof and until such time as the Stealth Communications Facility is removed, Central States shall keep and maintain the landscaping described in the Landscaping Conditions. If any such landscaping dies, Central States shall, weather permitting, promptly replace the same with a replacement tree or bush (as the case may be) that satisfies the applicable Condition. If due to disease or unavailability of material, the utilization of any type of tree or bush specified in the Landscaping Conditions is no longer reasonably practicable, then Central States may, with the approval of the Village Administrator or the Director of Public Works (or if so such position then exists, such position's equivalent as pertains to landscaping matters) substitute therefor a comparable type of tree or bush.

1.6 Village Inspections. The Village retains the right to inspect the construction of the Stealth Communications Facility, as part of the Village's customary construction inspection process for special use permits issued by the Village, to confirm whether said construction conforms to the Conditions. The Defendant shall take no action now or in the future to interfere with any construction, maintenance, repair, replacement or operation of the Stealth Communications Facility, including, without limitation, any Co-Location thereon.

1.7 Abandonment. The provisions of this Section shall govern any "Abandonment" contemplated under subsection (h) of the Conditions. In the event that an Abandonment occurs, the Village may give Central States' written notice thereof and demand that Central States either remove the Stealth Communications Facility or cause the Stealth Communications Facility to be placed in service (an "Abandonment Notice"). Any such Abandonment Notice shall reference the provisions of this Section 1.6. Within one hundred eighty (180) days after delivery of an Abandonment Notice hereunder, Central States shall either remove the Stealth Communications Facility or cause the same to be placed in service. If Central States does not remove or place in service the Stealth Communications Facility within said 180-day period, the Stealth Communications Facility shall be deemed an unlawful non-conforming use and subject to the rights and remedies available to the Village with respect to similar non-conforming uses generally. As security for the removal of the Stealth Communications Facility following an Abandonment hereunder, Central States agrees to provide the Village with a removal bond in the form attached as Exhibit 1 hereto (which bond shall be returned to Central States if and when the Stealth Communications Facility is removed by Central States or any successor). The bond shall be continually maintained throughout the life of the

Stealth Communications Facility. In the event Developer is unable to purchase a removal bond to secure this obligation, Developer shall post a cash bond of \$20,000.00 with the Village.

Nothing contained herein shall require the removal of any landscaping or the removal of any foundation of other underground improvements. Nothing contained in this Consent Judgment shall be construed so as to require the construction of the Stealth Communications Facility or to prohibit its removal once constructed.

Section 2. Settlement and Releases

2.1 Settlement. This Consent Judgment settles all claims (including, without limitation, any and all potential counterclaims) arising out of or relating to the Application and the subject matter of the Lawsuit.

2.2 Release by Central States. Central States, for itself and its successors and assigns, hereby releases and forever discharges the Defendant and all of its employees, officials, independent contractors, commissions, boards, councils, consultants, agents and attorneys of and from any and all claims, demands, actions, causes of action, suits, debts, judgments, executions, damages, liabilities and rights of whatever nature in law, equity or otherwise, which now exist or which may subsequently accrue by reason of the denial of Central States' application to the Village for zoning relief, and any acts, events or facts existing on the date of this Consent Judgment relating to those actions, whether known or unknown on that date. This Release shall not bar claims brought to enforce or interpret the provisions of this Consent Judgment.

2.3 Release by the Village. The Village, for itself and its successors and assigns, hereby releases and forever discharges Central States, its employees, officials, independent contractors, directors, officers, shareholders, partners, members, affiliates, consultants, agents and attorneys

of and from any and all claims, demands, actions, causes of action, suits, debts, judgments, executions, damages, liabilities and rights of whatever nature in law, equity or otherwise, which now exist or which may subsequently accrue by reason of the denial of Central States' application to the Village for zoning relief, and any acts, events or facts existing on the date of this Consent Judgment relating to those actions, whether known or unknown on that date. This Release shall not bar claims brought to enforce or interpret the provisions of this Consent Judgment.

2.4 Enforcement of Consent Judgment. In the event of a legal proceeding to enforce this Consent Judgment, the prevailing party shall be entitled to recover its reasonable costs, expenses and attorneys' fees incurred in such proceeding, in addition to any other applicable and available relief.

Section 3. Additional Provisions

3.1 This Consent Judgment shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns. The SUP shall run with the land and bind and inure to the benefit of each successor owner of the Stealth Communications Facility. In the event of any sale or other transfer of all of Central States' rights, title and interest in the Stealth Communications Facility, Central States (and each subsequent transfer or, if any) shall thereafter be relieved of any further duty, obligation or liability with respect to the SUP or this Consent Judgment.

3.2 The parties and their respective successors and assigns shall cooperate with one another in good faith and shall neither take any action which is contrary to or interferes with the spirit of this Consent Judgment, nor omit any action which is necessary or convenient to or consistent with the spirit and intent of this Consent Judgment.

3.3 Central States hereby represents and warrants to the Defendant that this Consent Judgment has been duly authorized, approved, executed and delivered by Central States, and is legally binding upon and enforceable against Central States, in accordance with its terms. The Village hereby represents and warrants to Central States that this Consent Judgment has been duly authorized, approved, executed and delivered by the Village and is legally binding upon and enforceable against the Defendant, in accordance with its terms.

3.4 The terms of this Consent Judgment may be amended, changed or modified only by written agreement executed by the parties hereto and approved and ordered by the Court.

3.5 Except as provided by this Consent Judgment, all claims asserted in this Lawsuit are merged into this Consent Judgment and dismissed with prejudice.

3.6 Except as may otherwise be expressly provided by Section 2.4 above, each party shall bear its own attorneys' fees and other costs incurred in connection with this Lawsuit.

3.7 This Court retains jurisdiction to enforce and assure compliance with the terms of this Consent Judgment.

[SIGNATURES FOLLOW ON NEXT PAGE]

FOR PLAINTIFF:

CENTRAL STATES TOWER III, LLC, a
Delaware limited liability company

By: 

Name:

BRIAN P. MEIER

Title:

CHIEF EXECUTIVE OFFICER

FOR DEFENDANT:

VILLAGE OF OLYMPIA FIELDS, an Illinois
municipal corporation

By: 

Name:

Debbie Meyers-Martin

Title:

Village President

ENTERED THIS ~~28th~~ DAY OF NOVEMBER, 2016:

HONORABLE JUDGE REBECCA R. PALLMEYER
United States District Court Judge

1.

Bond # BLQD026326

Tower Removal Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we Central States Tower III, LLC, a corporation duly organized under the laws of the State of DE, as Principal and The Hanover Insurance Company, as Surety, are held and firmly bound unto _____ as Obligee, in the amount of Twenty Thousand Dollars and 00/100 (\$20,000.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

Whereas, the Principal has obtained written approval from the Obligee for the construction and erection of a wireless communication tower located at _____ . Now, therefore if the principal well and truly complies with the maintenance, replacement, removal or relocation of the tower from the aforementioned address within 30 days upon receipt of written notice from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at its Home Office located at 440 Lincoln Street, Worcester, MA 01653 by registered mail to the Surety and the Surety shall not be obligated to perform Principals obligation until sixty (60) days after Surety's receipt of such statement.
2. The Surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail or overnight courier service to 210 Martin Luther King Jr. Boulevard, Room 116, Madison, WI 53703 (Obligee). Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination.
3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under this bond.

Signed, sealed, and witnessed this _____ day of _____, _____.

Audi Nevertson
Witness

Central States Tower III, LLC
Principal

By: LeeAnne K. Michaud

The Hanover Insurance Company
Surety

By: LeeAnne K. Michaud, Attorney-in-Fact

Richard A. Montgomery
Witness



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

LeeAnne K. Michaud

of Columbia, MD and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Surety Bond Number: BLQD026326
Principal: Central States Tower III, LLC
Obligee: Dane County Planning & Development

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of October 2011.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Maria Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 6th day of October 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 30th day of August 2016

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President